

JUL 6 1984 - 12 05 PM

RENEWAL AND EXTENSION AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS RENEWAL AND EXTENSION AGREEMENT is dated effective as of April 30, 1984. The parties hereto are HENRY J.N. TAUB, AS TRUSTEE under Trust Agreement dated as of January 9, 1957 for the benefit of MARCY ELLEN TAUB ("Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:RECITALS:

The Borrower executed and delivered to the Lender a promissory note ("Note") dated March 8, 1979, in the principal sum of Two Hundred Twenty-Five Thousand Nine Hundred Thirty-Five Dollars (\$225,935.00) bearing interest at the rate therein stated, with the final stated maturity thereof being April 30, 1984.

The Note is secured, among other security, by a Security Agreement dated March 8, 1979 from the Borrower, as Debtor, to the Lender, as Secured Party, recorded with the Interstate Commerce Commission on March 13, 1979 under Recordation No. 10196 covering the collateral therein described and by a guaranty (the "Guaranty") of even date herewith, executed by Henry J. N. Taub. All liens and security interests securing the Note and the Guaranty are hereinafter collectively called the "Liens".

The Borrower and the Lender now desire to extend the stated final maturity date of the Note, to make certain other changes to the Note and to ratify and confirm that the Liens continue to secure the Note, as modified hereby.

AGREEMENTS:

In consideration of the premises and the mutual agreements herein set forth, the Borrower and the Lender hereby agree as follows:

1. The unpaid principal balance of the Note is One Hundred Eighteen Thousand Six Hundred Fifteen and 78/100 Dollars (\$118,615.78).

DUPLICATE

2. The Note shall bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until the maturity of the Note at the Stated Rate.

3. "Stated Rate" means a rate per annum equal to the Prime Rate from time to time in effect, provided, however, that if the Stated Rate ever exceeds the Highest Lawful Rate, the Stated Rate shall then and thereafter be fixed at a rate per annum equal to the Highest Lawful Rate then and from time to time thereafter in effect until the total amount of interest accrued at the Stated Rate on the unpaid balance of the Note equals the total amount of interest which would have accrued had the Highest Lawful Rate at all times been equal to the Prime Rate from time to time in effect.

4. "Prime Rate" shall mean the prime rate as announced from time to time by the Lender and thereafter entered in the minutes of the Lender's Loan and Discount Committee.

5. "Highest Lawful Rate" shall mean the maximum nonusurious rate of interest permitted by whichever of applicable federal or Texas law from time to time permits the higher maximum nonusurious interest rate. At all such times, if any, as Chapter One of the Texas Credit Code, as now in effect, shall establish the Highest Lawful Rate, the Highest Lawful Rate shall be the "indicated rate ceiling" (as defined in Chapter One of the Texas Credit Code) from time to time in effect.

6. Without notice to the Borrower or any other person or entity, the Prime Rate and the Highest Lawful Rate shall each automatically fluctuate upward and downward as and in the amount by which said Lender's prime rate and said maximum nonusurious rate of interest, respectively, fluctuate.

7. The unpaid principal balance of the Note, together with all accrued and unpaid interest thereon then unpaid, shall be due and payable on April 30, 1987, the maturity of the Note.

8. The principal of the Note shall be due and payable in quarterly installments of \$4,236.28 each, the first of such installments to be due and payable on July 30, 1984 and a like installment to be due and payable on the thirtieth (30th) day of each succeeding October, January, April and July thereafter prior to maturity. Accrued interest on the Note shall be due and payable concurrently with and in addition to the principal installments hereinabove provided. Provided, however, that on April 30, 1987, a final installment in an amount equal to all principal and accrued interest thereon then unpaid shall be due and payable.

9. All past due principal and interest on the Note shall bear interest at the Highest Lawful Rate, or only if applicable law shall not provide a maximum nonusurious rate of interest, then at the Stated Rate plus five percent (5%) per annum.

10. The Liens are hereby ratified and confirmed as continuing to secure the payment of the Note as modified and extended hereby.

11. Nothing herein shall in any manner affect, impair or extinguish the Note or the Liens securing payment of the Note, and the Liens are not waived.

12. If any provision of the Note conflicts with the provisions hereof, the provisions of this Agreement shall control. Except as herein expressly modified, all terms of the Note are and shall remain in full force and effect.

13. This Agreement shall bind and benefit the parties hereto, including guarantors, and their respective successors and assigns, heirs and legal representatives.

14. The Borrower warrants and represents to the Lender, and to all other owners and/or holders of any indebtedness evidenced hereby, that all loans evidenced by the Note are and shall be for business, commercial, investment or other similar purpose and not primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of the Texas Credit Code.

IN TESTIMONY WHEREOF, this instrument is executed effective  
as of the date first hereinabove set forth.

*H. J. N. Taub*  
HENRY J. N. TAUB, as Trustee  
under Trust Agreement dated as  
of January 9, 1957 for the  
benefit of Marcy Ellen Taub

TEXAS COMMERCE BANK  
NATIONAL ASSOCIATION

By: *Philip B. Arbutick*  
Name: Philip B. ARBUTICK  
Title: Gen. Counsel

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared HENRY J.N. TAUB, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 16TH day of MAY, 1984.

Susan Watson Jones  
Notary Public in and for  
the State of TEXAS  
Name: SUSAN WATSON JONES  
          Notary Public, The State of Texas  
          My Commission Expires 9-2-84  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared PHILIP B. ARBUCKLE, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Texas Commerce Bank National Association, a national banking association, and that he executed the same as the act and deed of the said Texas Commerce Bank National Association for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 27 day of June, 1984.

Cynthia Robidoux  
Notary Public in and for  
the State of TEXAS  
Name: Cynthia Robidoux  
My Commission Expires: 8-18-87